

**UNOFFICIAL BID REGISTER / REGISTRE DE SOUMISSIONS NON OFFICIEL**

<b>Project / Projet:</b> Construction – Basin & Channel re-dredging Pleasant Bay, Inverness County, NS  <b>File number / No. de dossier:</b> F5211-190370      Procurement Method: Buyandsell.gc.ca X Invitation  <b>Closing date and time:</b> Thursday, Sept 12, 2019 at 2:00 pm (Atlantic time) Date et heure de la clôture: _____  	<div style="float: right; width: 80px;"><b>DFO Client:</b></div> <p><b>Paul MacDonald</b></p> <hr/> <div style="float: left; width: 80px;"><b>Contract Officer / Agent des contrats :</b></div> <p><b>Kim Walker</b></p> <hr/> <div style="clear: both;"></div> <div style="text-align: center;"><b>Location : NS</b></div>
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	BIDDER / SOUMISSIONNAIRE	Date and time received / Date et heure reçues	Amount / Montant
1	[REDACTED]	Sept. 12, 2019 at 1:50 pm	[REDACTED]
2	Zutphen Contractors Inc	Sept. 12, 2019 at 1:53 pm	\$379,640.00

This bid opened pursuant to the requirements of T.B.  
Administration Policy manual chapter 310.6.5 / Cette soumission a été ouverte suivant les exigences du manuel de la Politique Administrative chapitre 310.6.5

**Chairperson/Président:** Kim Walker [Signature]  
**Witness/Témoin:** Mike Peters M.ke Peters [Signatures]

**OPENING / OUVERTURE DES OFFRES**  
  
PUBLIC / PUBLIQUE  
  
NON-PUBLIC / NON-PUBLIQUE X

**DATE AND TIME / DATE ET HEURE**  
  
Thursday, Sept 12, 2019 @ 3:00 PM AT

Bourret, Jean-Daniel

De: [Redacted]  
Envoyé: 12 septembre 2019 12:50  
À: Walker, Kimberly J  
Objet: Pleasant bay

TENDER FORM

00 pm AT	Solicitation No. F5211-190370
Contracting Officer	
E3C 2M6	
Kimberly.Walker@dfo-mpo.gc.ca	

[mpo.gc.ca/contract-contrat/instructions-instructions-eng.htm](http://mpo.gc.ca/contract-contrat/instructions-instructions-eng.htm)  
[mpo.gc.ca/contract-contrat/general-generale-eng.htm](http://mpo.gc.ca/contract-contrat/general-generale-eng.htm)

standing (i) the forfeiture of the certified cheque or bonds of (ii) the liability of the Contractor to the payment of any additional amounts that may be required to meet the cost of completion of our default in carrying out the contract.

3 / December 30, 2019 . If our Tender is accepted, we agree to start work and once all required insurances, permits, Letter of Good Standing and Clearance from the Contractor, etc., are in place. We will attend start-up meeting and will work vigorously and in accordance with the prescribed time.

The Contractor during and upon completion of the work shall be evaluated by Her Majesty's Government of Canada on the basis of quality of workmanship; timeliness of completion of the work; project management, safety and security.

Should the Contractor's bidding be considered unsatisfactory, the Contractor's bidding privileges for future work may be

Port Form (FP 5135E) at [http://www.dfo-mpo.gc.ca/forms-formulaires/FP\\_5135\\_E.pdf](http://www.dfo-mpo.gc.ca/forms-formulaires/FP_5135_E.pdf)



**Bourret, Jean-Daniel**

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**De:** [REDACTED]  
**Envoyé:** 12 septembre 2019 12:49  
**À:** Walker, Kimberly J  
**Objet:** Pleasant Bay



SCHEDULE

ing the Total Extended Amount. Any arithmetical errors in this Appendix will be

es submitted do not reasonably reflect the cost of performing the part of the work

a Lump Sum Arrangement applies.

ents all work not included in the unit price table.

LUMP SUM AMOUNT (LSA) Excluding GST/HST	<del>0.</del> 0.
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s.20(1)(c)

bligations as required by the preceding pages of this tender form, without

GST/

e following :

Sole Proprietorship ☐

Joint Venture ☐

dent

Company Name





Project No.	F5211-190370
Project Location	Pleasant Bay, Inverness County, NS
Fisheries and Oceans Canada	Pêches et Océans Canada


# CONSTRUCTION TENDER FORM

Closing Date/Time	Thursday, September 12, 2019 @ 2:00 pm AT	Solicitation No.	F5211-190370
Closing Location	Attention: Kimberly Walker, Senior Contracting Officer Fisheries and Oceans Canada 301 Bishop Drive, Fredericton, NB, E3C 2M6		
Fax No.	506-452-3676 email is preferred : Kimberly.Walker@dfo-mpo.gc.ca		
Project Title	Basin and Channel Re-dredging		
Project Location	Pleasant Bay, Inverness County, NS		

## 1. TENDER DOCUMENTS

- 1.1. Construction Tender Form - FP-5155E
- 1.2. DFO Instructions to Bidders - Construction at <http://www.dfo-mpo.gc.ca/contract-contrat/instructions-instructions-eng.htm>
- 1.3. DFO General Conditions - Construction at <http://www.dfo-mpo.gc.ca/contract-contrat/general-generale-eng.htm>
- 1.4. Labour Conditions at 1.1. [http://www.labour.gc.ca/eng/standards\\_equity/contracts/conditions/conditions.shtml](http://www.labour.gc.ca/eng/standards_equity/contracts/conditions/conditions.shtml)
- 1.5. Schedules of Wages Rates for Federal Construction Contracts.  
The appropriate Schedule of Wage rates for the contract are the ones for the location where the work will be performed. Please refer to: [http://www.labour.gc.ca/eng/standards\\_equity/contracts/schedules/index.shtml](http://www.labour.gc.ca/eng/standards_equity/contracts/schedules/index.shtml)
- 1.6. Insurance Conditions at <http://www.dfo-mpo.gc.ca/contract-contrat/insurance-assurances-eng.htm>
- 1.7. Insurer's Certificate of Insurance - FP-5140E at [http://www.dfo-mpo.gc.ca/forms-formulaires/FP\\_5140\\_E.pdf](http://www.dfo-mpo.gc.ca/forms-formulaires/FP_5140_E.pdf)
- 1.8. Plans and Specifications

2. We, having informed ourselves fully of the conditions relating to the work to be performed, having full knowledge of site conditions and having carefully examined the plans and specifications and all the terms and covenants of the Tender Documents, including any amendments (IT BEING UNDERSTOOD AND AGREED THAT FAILURE TO HAVE DONE SO WILL NOT RELIEVE US OF OUR OBLIGATION TO ENTER INTO A CONTRACT AND CARRY OUT THE WORK FOR THE CONSIDERATION SET OUT HEREFTER) do tender and offer to perform the said work in strict accordance with the said documents and such further details, plans and instructions as may be supplied from time to time and to furnish to Her Majesty the Queen in Right of Canada, all materials, plant, machinery, tools, labour and things necessary for the construction or carrying out and proper completion of the said work for the sums stated in the Combined Price Schedule of this tender form.
3. We understand and agree that all applicable taxes, duties, permits and fees are our responsibility and are included in our Tendered Price. The exceptions to the foregoing are the Goods and Services Tax (GST) / the Harmonized Sales Tax (HST). GST / HST will be paid to the contractor by Fisheries and Oceans Canada in addition to any amounts due under the contract.
4. We certify that Bid Security, if required, in one of the forms outlined in GI09 of the "DFO Instruction to Bidders - Construction", accompanies this Tender.
5. It is understood and agreed that in the event of this Tender being accepted within 30 (thirty) calendar days of the date and time stated for closing of tenders and our failing or refusing to carry out the contract in accordance with the terms of our Tender, our bid security, if required by the tender, (i) if in the form of a certified cheque, bank draft, or bonds of, or bonds unconditionally guaranteed as to principal and interest by, the Government of Canada, or (ii) if in the form of a Bid Bond, shall be forfeited to Her Majesty the Queen in Right of Canada and the Bonding Company shall be liable in accordance with the terms of the Bond.

Project No.	F5211-190370
Project Location	Pleasant Bay, Inverness County, NS
 Fisheries and Oceans Canada	Pêches et Océans Canada

6. It is further understood and agreed that notwithstanding (i) the forfeiture of the certified cheque or bonds of (ii) the liability of the Bonding Company, Her Majesty shall be entitled to the payment of any additional amounts that may be required to meet the cost of all loss and damage suffered by Her Majesty by reason of our default in carrying out the contract.
7. We understand this project must be completed by December 30, 2019. If our Tender is accepted, we agree to start work immediately upon notification of contract award and once all required insurances, permits, Letter of Good Standing and Clearance from applicable provincial compensation authority, etc., are in place. We will attend start-up meeting and will work vigorously and continuously to complete the project within this prescribed time.
8. Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Her Majesty. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety.

Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges for future work may be suspended.

The form Contractor Performance Evaluation Report Form (FP 5135E) at [http://www.dfo-mpo.gc.ca/forms-formulaires/FP\\_5135\\_E.pdf](http://www.dfo-mpo.gc.ca/forms-formulaires/FP_5135_E.pdf) will be used to record the performance.

9. By signing below we certify that we are authorized to sign this tender on behalf of the Corporation, Partnership, Joint Venture or Sole Proprietorship and bind the company to it.
10. We certify that we are in possession of all the tender documents listed in this tender form.
11. Special tender form inserts/additional instructions (For DFO use only)

Please NOTE the following:

- 1) The minimum acceptable amount of Public Liability and Property Damage Insurance is \$2,000,000 per occurrence.
2. Bid Security is required for bids over \$100,000. Under these circumstances, the Bidder shall submit bid security with the tender in the form of a bid bond or a security deposit, with original signature(s) (Fax or photocopies are NOT acceptable) prior to the bid closing date of Thursday, September 12, 2019 at 14:00 AT.
- 3) This tender is Lump Sum Price and Unit Pricing. Payment will be based upon the price set out in the COMBINED PRICE SCHEDULE, Section 13, page 4 of 4 "LUMP SUM AMOUNT (LSA)".
- 4) DFO will accept questions from Bidders until Thursday, September 5, 2019 at 2:00 pm Atlantic Time. They are to be sent directly and only to the Contracting Officer listed below.

Kimberly Walker by email at [Kimberly.Walker@dfo-mpo.gc.ca](mailto:Kimberly.Walker@dfo-mpo.gc.ca)

- 5) Please note that this is a "NON-PUBLIC Bid Opening."



Project No. F5211-190370  
 Project Location Pleasant Bay, Inverness County, NS  
 Fisheries and Oceans Canada Pêches et Océans Canada

## COMBINED PRICE SCHEDULE

13.

- The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Her Majesty  
 Her Majesty may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

Tenderer Name \_\_\_\_\_

**LUMP SUM**

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.  
 (a) Work included in the Lump Sum Amount represents all work not included in the unit price table.

LUMP SUM AMOUNT (LSA) Excluding GST/HST	<del>0.</del> 0.00
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Tenderer Name \_\_\_\_\_

**UNIT PRICE TABLE**

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.  
 (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price item.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit (PU) (GST/HST extra)	Extended Amount (EQ x PU) (GST/HST extra)
1	01 29 00	Site Office	L.S	1		
2	01 29 00	Mobilization and Demobilization	L.S	1		
3	01 29 00	Sitework, Demolition and Removals	L.S	1		
4	01 29 00	Designated Disposal Site	L.S	1		
5	01 29 00	Dredging	CMPM	11,370		
					TOTAL EXTENDED AMOUNT (TEA) Excluding GST/HST	

**TOTAL BID AMOUNT**

TOTAL BID AMOUNT (LSA + TEA) Excluding GST/HST	
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12. We certify that our tender is inclusive of all obligations as required by the preceding pages of this tender form, without change.

Our Goods and Services Tax/Harmonized Sales Tax (GST/  
HST) Registration number is:

Please indicate type of business and check one of the following

Joint Venture ☐IF APPLICABLECORPORATE SEAL

# Canada

Fisheries and Oceans  
CanadaPêches et Océans  
Canada**Bid Bond**Bond No.: **69-5254-0013-19**Amount: \$ **10%** of TenderKNOW ALL PERSONS BY THESE PRESENTS, that Zutphen Contractors Inc.as Principal, hereinafter called the Principal, and Aviva Insurance Company of Canada

as Surety, hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and

firmly bound unto Her Majesty the Queen in right of Canada as Obligee, hereinafter called the Crown, in

the amount of Ten Percent of Tender 00/100 dollars (\$ 10% of Tender )

lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the

Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and

severally, firmly by these presents.

SIGNED AND SEALED this 3rd day of September, 20 19.WHEREAS, the Principal has submitted a written tender to the Crown, dated the 12thday of September, 20 19 for Basin and Channel Re-Dredging,Pleasant Bay, Inverness County, N.S.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if:

- (a) the Principal, should his tender be accepted within the period specified by the Crown, or, if no period be specified, within sixty (60) days after closing date of the tender, does execute within a period specified by the Crown, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted, and does furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract price and satisfactory to the Crown, or other security acceptable to the Crown, or
- (b) the Principal does pay to the Crown the difference between the amount of the Principal's tender and the amount of the Contract entered into by the Crown for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,

then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the Crown for an amount greater than the amount specified in this Bond.

PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this Bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Note: Affix Corporate seal if applicable.

Zutphen Contractors IncPrincipal





February 4, 2018

**TO WHOM IT MAY CONCERN:**

This will confirm that Zutphen Contractors Inc. carries insurance coverage as outlined below:

**Commercial General Liability – occurrence basis:**

Royal & SunAlliance Insurance Company – Policy # COM050792991

Policy Period: December 15, 2018 – December 15, 2019

Bodily Injury and Property Damage - Each occurrence limit - \$2,000,000  
Annual Aggregate, Products and Completed operations limit - \$2,000,000  
General Aggregate limit - \$10,000,000  
Personal Injury and Advertising Liability limit - \$2,000,000  
Medical payments: any one person limit - \$25,000  
Tenants' legal liability (all risks) any one premises limit - \$250,000  
Employee benefits liability limit – \$2,000,000  
Non-owned automobile (worldwide) limit - \$2,000,000  
SEF 94 – Hired automobiles (all perils) limit - \$75,000  
Rip and Tear – each claim - \$250,000  
Contractors Professional Extension (E&O) – Each Claim - \$250,000  
Employers' liability limit - \$2,000,000  
Limited Mold / Fungi and Fungal Derivatives — Each Claim - \$250,000

**Automobile Liability**

Royal & SunAlliance Insurance Company – Policy # CAP050772862

Policy Period: December 15, 2018 – December 15, 2019

Third Party Liability Limit - \$2,000,000

21b Blanket Basis Fleet Coverage

**Commercial Umbrella Liability**

Royal & SunAlliance Insurance Company – Policy # COM050792991

Policy Period: December 15, 2018 – December 15, 2019

Limit of Liability Each Occurrence - \$18,000,000

Aggregate Limit - \$18,000,000

Aon Risk Solutions  
1969 Upper Water Street, Suite 1001 | Halifax, Nova Scotia B3J 3R7 | Canada  
t +1.902.429.7310 | f +1.902.429.9087 | aon.ca  
Aon Reed Stenhouse Inc.

Risk. Reinsurance. Human Resources.

**Environmental Impairment Liability**

Certain Underwriters' at Lloyds – Policy # 154045

Policy Period: May 20, 2018 – May 20, 2019

Claims Made/Aggregate Limit - \$ 10,000,000.

**Stevedoring Legal Liability**

Coast Underwriters Inc. – Policy # 785359

Policy Period: September 8, 2018 – September 8, 2019

Limit of Liability, any one Loss - \$ 5,000,000

**Protection & Indemnity including Specialist Operations**

Coast Underwriters Inc. - Policy No. 106939

Policy Period: November 20, 2018-November 20, 2019


Limit of Liability, any one accident or occurrence - \$150,000,000

Specialist Operations Limit, occurrence & aggregate - \$10,000,000

Certificates of Insurance can be provided upon request.

Kind regards,

Tara Rye, B.Comm., FCIP  
Assistant Vice President

Project No.	F5211-190370
Project Location	Pleasant Bay, Inverness County, NS
 Fisheries and Oceans Canada	Pêches et Océans Canada

CONSTRUCTION TENDER FORM

Closing Date/Time	Thursday, September 12, 2019 @ 2:00 pm AT	Solicitation No.	F5211-190370
Closing Location	Attention: Kimberly Walker, Senior Contracting Officer Fisheries and Oceans Canada 301 Bishop Drive, Fredericton, NB, E3C 2M6		
Fax No.	506-452-3676 email is preferred : Kimberly.Walker@dfo-mpo.gc.ca		
Project Title	Basin and Channel Re-dredging		
Project Location	Pleasant Bay, Inverness County, NS		

1. TENDER DOCUMENTS

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1.2. DFO Instructions to Bidders - Construction at <http://www.dfo-mpo.gc.ca/contract-contrat/instructions-instructions-eng.htm>

1.3. DFO General Conditions - Construction at <http://www.dfo-mpo.gc.ca/contract-contrat/general-generale-eng.htm>

1.4. Labour Conditions at 1.1. [http://www.labour.gc.ca/eng/standards\\_equity/contracts/conditions/conditions.shtml](http://www.labour.gc.ca/eng/standards_equity/contracts/conditions/conditions.shtml)

1.5. Schedules of Wages Rates for Federal Construction Contracts.


The appropriate Schedule of Wage rates for the contract are the ones for the location where the work will be performed. Please refer to: [http://www.labour.gc.ca/eng/standards\\_equity/contracts/schedules/index.shtml](http://www.labour.gc.ca/eng/standards_equity/contracts/schedules/index.shtml)

1.6. Insurance Conditions at <http://www.dfo-mpo.gc.ca/contract-contrat/insurance-assurances-eng.htm>

1.7. Insurer's Certificate of Insurance - FP-5140E at [http://www.dfo-mpo.gc.ca/forms-formulaires/FP\\_5140\\_E.pdf](http://www.dfo-mpo.gc.ca/forms-formulaires/FP_5140_E.pdf)

1.8. Plans and Specifications

2. We, having informed ourselves fully of the conditions relating to the work to be performed, having full knowledge of site conditions and having carefully examined the plans and specifications and all the terms and covenants of the Tender Documents, including any amendments (IT BEING UNDERSTOOD AND AGREED THAT FAILURE TO HAVE DONE SO WILL NOT RELIEVE US OF OUR OBLIGATION TO ENTER INTO A CONTRACT AND CARRY OUT THE WORK FOR THE CONSIDERATION SET OUT HEREFTER) do tender and offer to perform the said work in strict accordance with the said documents and such further details, plans and instructions as may be supplied from time to time and to furnish to Her Majesty the Queen in Right of Canada, all materials, plant, machinery, tools, labour and things necessary for the construction or carrying out and proper completion of the said work for the sums stated in the Combined Price Schedule of this tender form.
3. We understand and agree that all applicable taxes, duties, permits and fees are our responsibility and are included in our Tendered Price. The exceptions to the foregoing are the Goods and Services Tax (GST) / the Harmonized Sales Tax (HST). GST / HST will be paid to the contractor by Fisheries and Oceans Canada in addition to any amounts due under the contract.
4. We certify that Bid Security, if required, in one of the forms outlined in GI09 of the "DFO Instruction to Bidders - Construction", accompanies this Tender.
5. It is understood and agreed that in the event of this Tender being accepted within 30 (thirty) calendar days of the date and time stated for closing of tenders and our failing or refusing to carry out the contract in accordance with the terms of our Tender, our bid security, if required by the tender, (i) if in the form of a certified cheque, bank draft, or bonds of, or bonds unconditionally guaranteed as to principal and interest by, the Government of Canada, or (ii) if in the form of a Bid Bond, shall be forfeited to Her Majesty the Queen in Right of Canada and the Bonding Company shall be liable in accordance with the terms of the Bond.

Project No.	F5211-190370
Project Location	Pleasant Bay, Inverness County, NS
 Fisheries and Oceans Canada	Pêches et Océans Canada

6. It is further understood and agreed that notwithstanding (i) the forfeiture of the certified cheque or bonds of (ii) the liability of the Bonding Company, Her Majesty shall be entitled to the payment of any additional amounts that may be required to meet the cost of all loss and damage suffered by Her Majesty by reason of our default in carrying out the contract.
7. We understand this project must be completed by December 30, 2019 . If our Tender is accepted, we agree to start work immediately upon notification of contract award and once all required insurances, permits, Letter of Good Standing and Clearance from applicable provincial compensation authority, etc., are in place. We will attend start-up meeting and will work vigorously and continuously to complete the project within this prescribed time.
8. Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Her Majesty. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety.

Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges for future work may be suspended.

The form Contractor Performance Evaluation Report Form (FP 5135E) at [http://www.dfo-mpo.gc.ca/forms-formulaires/FP\\_5135\\_E.pdf](http://www.dfo-mpo.gc.ca/forms-formulaires/FP_5135_E.pdf) will be used to record the performance.


9. By signing below we certify that we are authorized to sign this tender on behalf of the Corporation, Partnership, Joint Venture or Sole Proprietorship and bind the company to it.
10. We certify that we are in possession of all the tender documents listed in this tender form.
11. Special tender form inserts/additional instructions (For DFO use only)

Please NOTE the following:

- 1) The minimum acceptable amount of Public Liability and Property Damage Insurance is \$2,000,000 per occurrence.
2. Bid Security is required for bids over \$100,000. Under these circumstances, the Bidder shall submit bid security with the tender in the form of a bid bond or a security deposit, with original signature(s) (Fax or photocopies are NOT acceptable) prior to the bid closing date of Thursday, September 12, 2019 at 14:00 AT.
- 3) This tender is Lump Sum Price and Unit Pricing. Payment will be based upon the price set out in the COMBINED PRICE SCHEDULE, Section 13, page 4 of 4 "LUMP SUMP AMOUNT (LSA)".
- 4) DFO will accept questions from Bidders until Thursday, September 5, 2019 at 2:00 pm Atlantic Time. They are to be sent directly and only to the Contracting Officer listed below.

Kimberly Walker by email at [Kimberly.Walker@dfo-mpo.gc.ca](mailto:Kimberly.Walker@dfo-mpo.gc.ca)

- 5) Please note that this is a "NON-PUBLIC Bid Opening."

Project No.	F5211-190370
Project Location	Pleasant Bay, Inverness County, NS
 Fisheries and Oceans Canada	Pêches et Océans Canada

12. We certify that our tender is inclusive of all obligations as required by the preceding pages of this tender form, without change.

Our Goods and Services Tax/Harmonized Sales Tax (GST/  
HST) Registration number is:

89987 6494


Please indicate type of business and check one of the following :

Corporation ☒

Partnership ☐

Sole Proprietorship ☐

Joint Venture ☐


<u>Martha Campbell</u> Tenderer Name (Print)	<u>CEO</u> Title	<u>Zuthpeh Contractors Inc.</u> Company Name
	<u>September 12, 2019</u> Date	<u>10442 Route 19 Southwest Mabou</u> Address: <u>Nova Scotia b0e1x0</u>
<u>Duly Authorized Representative*</u> *As per Paragraph 10 of this Tender Form		Fax: <u>902-945-2087</u>
		Phone: <u>902-945-2300</u>
		Email: <u>construct@zutphen.ca</u>

IF APPLICABLE

CORPORATE SEAL





Project No.	F5211-190370
Project Location	Pleasant Bay, Inverness County, NS
 Fisheries and Oceans Canada	Pêches et Océans Canada

13.

**COMBINED PRICE SCHEDULE**

- The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Her Majesty
- Her Majesty may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

Tenderer Name **Zutphen Contractors Inc****LUMP SUM**

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

(a) Work included in the Lump Sum Amount represents all work not included in the unit price table.

LUMP SUM AMOUNT (LSA) Excluding GST/HST	100,000
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Tenderer Name **Zutphen Contractors Inc****UNIT PRICE TABLE**

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price item.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit (PU) (GST/HST extra)	Extended Amount (EQ x PU) (GST/HST extra)
1	01 29 00	Site Office	L.S	1		
2	01 29 00	Mobilization and Demobilization	L.S	1		
3	01 29 00	Sitework, Demolition and Removals	L.S	1		
4	01 29 00	Designated Disposal Site	L.S	1		
5	01 29 00	Dredging	CMPM	11,370		
TOTAL EXTENDED AMOUNT (TEA) Excluding GST/HST						279,640

**TOTAL BID AMOUNT**

TOTAL BID AMOUNT (LSA + TEA) Excluding GST/HST	379,640
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Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

## ACCEPTANCE BY FISHERIES AND OCEANS CANADA

The tender from **Zutphen Contractors Inc. 10442 Route 19 Southwest Mabou, NS** dated **September 11, 2019** is hereby accepted on behalf of Canada represented by the Minister of Fisheries and Oceans (referred to in the contract as the "Minister"):

**For the Minister:** \_\_\_\_\_  
Kimberly Walker, Senior Contracting Officer

**Contract Date:** October 2, 2019

**Contract Completion Date:** December 30, 2019

This Contract NO.: **F5211-190370 – Basin & Channel re-dredging Pleasant Bay, Inverness County, NS** has been executed on behalf of the Contractor and Canada by their duly authorized officers.

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### CONTRACT AMOUNT:

**\$ 379,640.00** Amount of the GST or HST is extra.

**If the contract amount is different of the amount indicated at the Combined Price Schedule enclosed, please indicate hereafter the reason for the difference between the amount quoted and the contract amount**

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### CONTRACT SECURITY

Contract Security is required when the contract amount is greater than \$100,000.00. Contract Security shall be submitted in accordance with section GC9 of the General Conditions - Construction.

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### SECURITY REQUIREMENTS

There is NO security requirement associated with this requirement. The contractor and/or its employees MUST NOT have unescorted access to Fisheries and Oceans Canada facilities, vessels and/or restricted access areas.

---



## CONTACTS

### CONTRACTING AUTHORITY

The Contracting Authority is responsible for the establishment of the Contract, its administration and its revision, if applicable. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the Contracting Authority stated below:

Name: **Kimberly Walker**  
Title: Senior Contracting Officer  
Department: Fisheries and Oceans Canada  
Directorate: Materiel and Procurement Services  
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6  
E-mail address: [Kimberly.Walker@dfo-mpo.gc.ca](mailto:Kimberly.Walker@dfo-mpo.gc.ca)

### PROJECT AUTHORITY

The Project Authority or Engineer or Project Manager is the representative of DFO for whom the Work will be carried out pursuant to this Contract and is responsible for all the technical content under the resulting Contract. The Project Authority for this Contract is:

Name: **Paul G. MacDonald**  
Title: Senior Project Engineer  
Organization: DFO  
Address: 2920 HWY 104, Antigonish, NS B2G 2K6  
Telephone: 902-318-0400  
Facsimile: 902-863-5818  
E-mail address: [Paul.macdonald@dfo-mpo.gc.ca](mailto:Paul.macdonald@dfo-mpo.gc.ca)

### Terms of Payment

Except if otherwise specified in the Terms of Payment or in any other document that is part of this contract, payment will be made upon submission of a detailed invoice and upon acceptance of the works by the Project Authority and in accordance with General Condition 5, Terms of Payment.

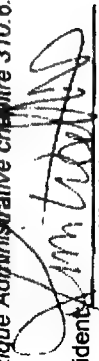

**Payment by Canada will be made via Direct Deposit to the Contractor's bank account.** Invoices shall be addressed to the Administrative Assistant and sent electronically to the following address:

[DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.ca)


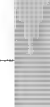




AP Coder's Name – (please include to any and all invoices)  
**Annette Goguen / [Annette.Goguen@dfo-mpo.gc.ca](mailto:Annette.Goguen@dfo-mpo.gc.ca)**

Invoices submitted shall be paid in accordance with General Condition 5, Terms of Payment.

## UNOFFICIAL BID REGISTER / REGISTRE DE SOUMISSIONS NON OFFICIEL

Project / Project: <u>Construction - Hard ground dredging and Sediment Remediation, Campbell River, BC</u> File number / No. de dossier: <u>F5211-190340</u> Procurement Method: <u>Buyandsell.gc.ca</u> <u>X</u> Invitation Closing date and time: <u>Wednesday, Sept 18, 2019 at 2:00 pm (Atlantic time)</u> Date et heure de la clôture:		Contract Officer / Agent des contrats : <b>Kim Walker</b> Location : <b>BC</b>	DFO Client: <b>Richie Chin</b>
OPENING / OUVERTURE DES OFFRES PUBLIC / PUBLIQUE NON-PUBLIC / NON-PUBLIQUE <b>X</b>		DATE AND TIME / DATE ET HEURE <b>Thursday, Sept 19, 2019 @ 10:00 AM AT</b>	
This bid opened pursuant to the requirements of T.B. Administration Policy manual chapter 310.6.5 / Cette soumission a été ouverte suivant les exigences du manuel de la Politique Administrative chapitre 310.6.5			
Chairperson/Présidente:  Kim Walker		Witness/Témoïn: 	

	BIDDER / SOUSSIONNAIRE	Date and time received / Date et heure reçues	Amount / Montant
1			
2	JJM Construction Ltd	Sept. 18, 2019 at 1:19 pm	\$794,700.00
3			

RECEIVED  
 SEP 18 2019  
 Contracting

F5211-190340



Fisheries and Oceans  
Canada

## INVITATION TO TENDER NOTICE

**Solicitation #:** F5211-190340

**Closing Date:** Wednesday, September 18, 2019

**Time for solicitation closure:** 2:00 pm Atlantic Time

This Invitation to Tender is for Fisheries and Oceans Canada.

**Title:** Hard ground dredging and Sediment Remediation

**Work site location:** Campbell River, BC

**This Invitation to Tender Package includes the following:**

1. Invitation to Tender Notice
2. Specifications/Drawings
3. Construction Tender Form (**Mandatory - to be completed by Bidder**)

**CLOSING LOCATION(S):**

**Location #1 – For electronic submissions ONLY**

Please send your electronic proposal to: [Kimberly.Walker@dfo-mpo.gc.ca](mailto:Kimberly.Walker@dfo-mpo.gc.ca)

The maximum size per email (including attachments) is limited to **10MB**. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

**Location #2 - For hard copy submissions**

Fisheries and Oceans Canada,  
Attention: Kimberly Walker  
**Ref: F5211-190340**  
Procurement Hub – Fredericton Office,  
301 Bishop Drive, Fredericton, NB, E3C 2M6

**Please Note:**

All bids security are to be submitted in hard copy by the bid closing date and time to the mailing address indicated above whether the bid submission is sent via Location #1 or Location #2.

**DELIVERABLES / SCOPE OF WORK**

The work generally consists of the supply of small tools, heavy equipment, operators and labourers to dredge inside the harbour of Fisherman's Wharf at Campbell River, BC.

Dredged material is found to have concentrations of PAH, PCBs and metals that are in exceedance of the ECCC Disposal at Sea criterion.





Fisheries and Oceans  
Canada

Optional item to the Government of Canada: Transportation and disposal of 2,000 tonne of the contaminated dredged material.

**FAMILIARIZATION WITH SITE**

Before submitting a bid, bidders can visit the site and its surroundings, at their own expense, to review and verify the form, nature, and extent of the work, materials needed for the completion of the work, the means of access to the site, severity, exposure, and uncertainty of weather, soil conditions, any accommodations they may require, and in general shall obtain all necessary information as to risks, contingencies, and other circumstances which may influence or affect their bid. No allowance shall be made subsequently in this connection on account of error or negligence to properly observe and determine the conditions that will apply.

Contractors, bidders, or those they invite to site are to review specification Section 01 35 29.06 – Health and Safety Requirements before visiting site. Take all appropriate safety measures for any visit to site, either before or after acceptance of bid.

**EXPECTED START AND COMPLETION DATES**

The services of the Contractor will be commencing upon contract award. The expected completion date of this project is **February 28, 2020**.

**MANDATORY REQUIREMENTS:**

- The minimum acceptable amount of Public Liability and Property Damage Insurance is **\$2,000,000.00** per occurrence. All tenders **must** be accompanied by confirmation from the tenderer's insurance company that the required insurance will be available upon contract award;

**Question and Answer period:** DFO will accept questions from Bidders **until Wednesday, September 11, 2019 at 2:00 pm Atlantic Standard Time**. These are to be sent **directly and only** to the contracting Officer listed below.

**Enquiries** regarding this Invitation to Tender are **ONLY** to be submitted in writing by emailing to the following:

**Kimberly Walker**  
Senior Contracting Officer  
**E-mail:** [Kimberly.Walker@dfo-mpo.gc.ca](mailto:Kimberly.Walker@dfo-mpo.gc.ca)

## CONSTRUCTION TENDER FORM

Closing Date/Time	Wednesday, September 18, 2019 @ 2:00 pm AT	Solicitation No.	F5211-190340
Closing Location	Attention: Kimberly Walker, Senior Contracting Officer Fisheries and Oceans Canada 301 Bishop Drive, Fredericton, NB, E3C 2M6		
Fax No.	506-452-3676 email is preferred : DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Project Title	Hard ground dredging and Sediment Remediation		
Project Location	Campbell River, BC		

### 1. TENDER DOCUMENTS

1.1. Construction Tender Form - FP-5155E

1.2. DFO Instructions to Bidders - Construction at <http://www.dfo-mpo.gc.ca/contract-contrat/instructions-instructions-eng.htm>

1.3. DFO General Conditions - Construction at <http://www.dfo-mpo.gc.ca/contract-contrat/general-generale-eng.htm>

1.4. Labour Conditions at 1.1. [http://www.labour.gc.ca/eng/standards\\_equity/contracts/conditions/conditions.shtml](http://www.labour.gc.ca/eng/standards_equity/contracts/conditions/conditions.shtml)

1.5. Schedules of Wages Rates for Federal Construction Contracts.

The appropriate Schedule of Wage rates for the contract are the ones for the location where the work will be performed. Please refer to: [http://www.labour.gc.ca/eng/standards\\_equity/contracts/schedules/index.shtml](http://www.labour.gc.ca/eng/standards_equity/contracts/schedules/index.shtml)

1.6. Insurance Conditions at <http://www.dfo-mpo.gc.ca/contract-contrat/insurance-assurances-eng.htm>

1.7. Insurer's Certificate of Insurance - FP-5140E at [http://www.dfo-mpo.gc.ca/forms-formulaires/FP\\_5140\\_E.pdf](http://www.dfo-mpo.gc.ca/forms-formulaires/FP_5140_E.pdf)

1.8. Plans and Specifications

2. We, having informed ourselves fully of the conditions relating to the work to be performed, having full knowledge of site conditions and having carefully examined the plans and specifications and all the terms and covenants of the Tender Documents, including any amendments (IT BEING UNDERSTOOD AND AGREED THAT FAILURE TO HAVE DONE SO WILL NOT RELIEVE US OF OUR OBLIGATION TO ENTER INTO A CONTRACT AND CARRY OUT THE WORK FOR THE CONSIDERATION SET OUT HEREFTER) do tender and offer to perform the said work in strict accordance with the said documents and such further details, plans and instructions as may be supplied from time to time and to furnish to Her Majesty the Queen in Right of Canada, all materials, plant, machinery, tools, labour and things necessary for the construction or carrying out and proper completion of the said work for the sums stated in the Combined Price Schedule of this tender form.

3. We understand and agree that all applicable taxes, duties, permits and fees are our responsibility and are included in our Tendered Price. The exceptions to the foregoing are the Goods and Services Tax (GST) / the Harmonized Sales Tax (HST). GST / HST will be paid to the contractor by Fisheries and Oceans Canada in addition to any amounts due under the contract.

4. We certify that Bid Security, if required, in one of the forms outlined in GI09 of the "DFO Instruction to Bidders - Construction", accompanies this Tender.

5. It is understood and agreed that in the event of this Tender being accepted within 30 (thirty) calendar days of the date and time stated for closing of tenders and our failing or refusing to carry out the contract in accordance with the terms of our Tender, our bid security, if required by the tender, (i) if in the form of a certified cheque, bank draft, or bonds of, or bonds unconditionally guaranteed as to principal and interest by, the Government of Canada, or (ii) if in the form of a Bid Bond, shall be forfeited to Her Majesty the Queen in Right of Canada and the Bonding Company shall be liable in accordance with the terms of the Bond.

Project No. F5211-190340

Project Location Campbell River, BC



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

6. It is further understood and agreed that notwithstanding (i) the forfeiture of the certified cheque or bonds of (ii) the liability of the Bonding Company, Her Majesty shall be entitled to the payment of any additional amounts that may be required to meet the cost of all loss and damage suffered by Her Majesty by reason of our default in carrying out the contract.

7. We understand this project must be completed by February 28, 2020. If our Tender is accepted, we agree to start work immediately upon notification of contract award and once all required insurances, permits, Letter of Good Standing and Clearance from applicable provincial compensation authority, etc., are in place. We will attend start-up meeting and will work vigorously and continuously to complete the project within this prescribed time.

8. Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Her Majesty. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety.

Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges for future work may be suspended.

The form Contractor Performance Evaluation Report Form (FP 5135E) at [http://www.dfo-mpo.gc.ca/forms-formulaires/FP\\_5135\\_E.pdf](http://www.dfo-mpo.gc.ca/forms-formulaires/FP_5135_E.pdf) will be used to record the performance.

9. By signing below we certify that we are authorized to sign this tender on behalf of the Corporation, Partnership, Joint Venture or Sole Proprietorship and bind the company to it.

10. We certify that we are in possession of all the tender documents listed in this tender form.

11. Special tender form inserts/additional instructions (For DFO use only)

Please NOTE the following:

1) The minimum acceptable amount of Public Liability and Property Damage Insurance is \$2,000,000 per occurrence.

2. Bid Security is required for bids over \$100,000. Under these circumstances, the Bidder shall submit bid security with the tender in the form of a bid bond or a security deposit, with original signature(s) (Fax or photocopies are NOT acceptable) prior to the bid closing date of Wednesday, September 18, 2019 at 14:00 AT.

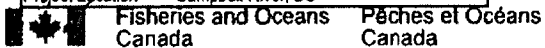
3) This tender is Lump Sum Price and Unit Pricing. Payment will be based upon the price set out in the COMBINED PRICE SCHEDULE, Section 13, page 4 of 4 "LUMP SUM AMOUNT (LSA)". PLEASE COMPLETE UNIT PRICING TABLE ATTACHED

4) DFO will accept questions from Bidders until Wednesday, September 11, 2019 at 2:00 pm Atlantic Time. They are to be sent directly and only to the Contracting Officer listed below.

Kimberly Walker by email at [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

5) Please note that this is a "NON-PUBLIC Bid Opening."

Project No.	F5211-190340
Project Location	Campbell River, BC



12. We certify that our tender is inclusive of all obligations as required by the preceding pages of this tender form, without change.

Our Goods and Services Tax/Harmonized Sales Tax (GST/HST)

Registration number is: \_\_\_\_\_

Please indicate type of business and check one of the following :

Corporation ☐

Partnership ☐

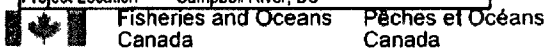
Sole Proprietorship ☐

Joint Venture ☐

Tenderer Name (Print)		Title	Company Name
Tenderer Signature		Date	Address:
Duly Authorized Representative*			Fax: _____
*As per Paragraph 10 of this Tender Form			Phone: _____
			Email: _____

IF APPLICABLE
Witness Name (Print)
Witness Signature
CORPORATE SEAL

Project No. F5211-190340  
Project Location Campbell River, BC



13. COMBINED PRICE SCHEDULE

- The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Her Majesty
- Her Majesty may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

Tenderer Name

**LUMP SUM**

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

(a) Work included in the Lump Sum Amount represents all work not included in the unit price table.

LUMP SUM AMOUNT (LSA) Excluding GST/HST	
--	--

Tenderer Name

**UNIT PRICE TABLE**

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price item.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit (PU) (GST/HST extra)	Extended Amount (EQ x PU) (GST/HST extra)
		PLEASE COMPLETE UNIT PRICING TABLE ATTACHED				
TOTAL EXTENDED AMOUNT (TEA) Excluding GST/HST						

**TOTAL BID AMOUNT**

TOTAL BID AMOUNT (LSA + TEA) Excluding GST/HST
---





## ACCEPTANCE BY FISHERIES AND OCEANS CANADA

The tender from **JJM Construction Ltd. 8218 River Way, Delta, BC** dated **September 18, 2019** is hereby accepted on behalf of Canada represented by the Minister of Fisheries and Oceans (referred to in the contract as the "Minister"):

kimberly.walker  
@dfo-mpo.gc.ca

Digitally signed by  
kimberly.walker@dfo-mpo.gc.ca  
DN: CN=kimberly.walker@dfo-mpo.gc.ca  
Reason: I am the author of this document  
Location: your signing location here  
Date: 2019-10-08 07:35:11  
Foxit PhantomPDF Version 9.6.0

For the Minister: a  
Kimberly Walker, Senior Contracting Officer

Contract Date: **October 8, 2019**

Contract Completion Date: **February 28, 2020**

This Contract NO.: **F5211-190340 – Hard ground dredging and Sediment Remediation, Campbell River, BC** has been executed on behalf of the Contractor and Canada by their duly authorized officers.

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### CONTRACT AMOUNT:

**\$ 794,700.00** Amount of the GST or HST is extra.

If the contract amount is different of the amount indicated at the Combined Price Schedule enclosed, please indicate hereafter the reason for the difference between the amount quoted and the contract amount

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### CONTRACT SECURITY

Contract Security is required when the contract amount is greater than \$100,000.00. Contract Security shall be submitted in accordance with section GC9 of the General Conditions - Construction.

---

### SECURITY REQUIREMENTS

There is NO security requirement associated with this requirement. The contractor and/or its employees MUST NOT have unescorted access to Fisheries and Oceans Canada facilities, vessels and/or restricted access areas.

---



## CONTACTS

### CONTRACTING AUTHORITY

The Contracting Authority is responsible for the establishment of the Contract, its administration and its revision, if applicable. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the Contracting Authority stated below:

Name: **Kimberly Walker**  
Title: **Senior Contracting Officer**  
Department: **Fisheries and Oceans Canada**  
Directorate: **Material and Procurement Services**  
Address: **301 Bishop Drive, Fredericton, NB E3C 2M6**  
E-mail address: **Kimberly.Walker@dfo-mpo.gc.ca**

### PROJECT AUTHORITY

The Project Authority or Engineer or Project Manager is the representative of DFO for whom the Work will be carried out pursuant to this Contract and is responsible for all the technical content under the resulting Contract. The Project Authority for this Contract is:

Name: **Richie Chin**  
Title: **Project Engineer**  
Organization: **Small Craft Harbours, DFO - Pacific region**  
Address: **200 – 401 Burrard Street, Vancouver, BC, V6C 3S4**  
Office: **604.754.4560**  
Cell: **604.754.4560**  
Facsimile: **604.666.7056**  
E-mail address: **Richie.Chin@dfo-mpo.gc.ca**

### Terms of Payment

Except if otherwise specified in the Terms of Payment or in any other document that is part of this contract, payment will be made upon submission of a detailed invoice and upon acceptance of the works by the Project Authority and in accordance with General Condition 5, Terms of Payment.

**Payment by Canada will be made via Direct Deposit to the Contractor's bank account.** Invoices shall be addressed to the Administrative Assistant and sent electronically to the following address:

**DFO.invoicing-facturation.MPO@canada.ca**

AP Coder's Name – (please include to any and all invoices)  
**Talon Roberts / Talon.Roberts@dfo-mpo.gc.ca**

Invoices submitted shall be paid in accordance with General Condition 5, Terms of Payment.



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

## BID BOND

Bond No.: 552,030

KNOW ALL PERSONS BY THESE PRESENTS, that **JJM CONSTRUCTION LTD.** as Principal, hereinafter called the Principal, and **WESTERN SURETY COMPANY** as Surety, hereinafter called the Surety, are subject to the conditions hereinafter contained, held and firmly bound unto **HER MAJESTY THE QUEEN IN RIGHT OF CANADA** as Obligee, hereinafter called the Crown, in the amount of **TEN PERCENT OF THE BID AMOUNT (TWO MILLION ----- 00/100 MAXIMUM)** Dollars, (10% of the bid amount (\$2,000,000.00 maximum), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this **9TH** day of **SEPTEMBER, 2019**.

WHEREAS, the Principal has submitted a written tender to the Crown, dated the **18TH** day of **SEPTEMBER, 2019**, for

**SOLICITATION NO. F6211-190340  
HARD GROUND DREDGING AND SEDIMENT REMEDIATION  
CAMPBELL RIVER, BRITISH COLUMBIA**

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if:

- (a) the Principal, should his tender be accepted within the period specified by the Crown, or, if no period be specified, within ~~sixty (60)~~ days after closing date of the tender, does execute within a period specified by the Crown, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted, and does furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract price and satisfactory to the Crown, or other security acceptable to the Crown, or
- (b) the Principal does pay to the Crown the difference between the amount of the Principal's tender and the amount of the Contract entered into by the Crown for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,

then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the Crown for an amount greater than the amount specified in this bond.

PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

JJM CONSTRUCTION LTD.

Principal

Note: Affix Corporate seal if applicable

WESTERN SURETY COMPANY

JOHN RAMSAY, Attorney-in-Fact



# CONSTRUCTION TENDER FORM

Closing Date/Time	Wednesday, September 18, 2019 @ 2:00 pm AT	Solicitation No.	F5211-190340
Closing Location	Attention: Kimberly Walker, Senior Contracting Officer Fisheries and Oceans Canada 301 Bishop Drive, Fredericton, NB, E3C 2M6		
Fax No.	506-452-3676 email is preferred : DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Project Title	Hard ground dredging and Sediment Remediation		
Project Location	Campbell River, BC		

## 1. TENDER DOCUMENTS

1.1. Construction Tender Form - FP-5155E

1.2. DFO Instructions to Bidders - Construction at <http://www.dfo-mpo.gc.ca/contract-contrat/instructions-instructions-eng.htm>

1.3. DFO General Conditions - Construction at <http://www.dfo-mpo.gc.ca/contract-contrat/general-generale-eng.htm>

1.4. Labour Conditions at 1.1. [http://www.labour.gc.ca/eng/standards\\_equity/contracts/conditions/conditions.shtml](http://www.labour.gc.ca/eng/standards_equity/contracts/conditions/conditions.shtml)

1.5. Schedules of Wages Rates for Federal Construction Contracts.

The appropriate Schedule of Wage rates for the contract are the ones for the location where the work will be performed. Please refer to: [http://www.labour.gc.ca/eng/standards\\_equity/contracts/schedules/index.shtml](http://www.labour.gc.ca/eng/standards_equity/contracts/schedules/index.shtml)

1.6. Insurance Conditions at <http://www.dfo-mpo.gc.ca/contract-contrat/insurance-assurances-eng.htm>

1.7. Insurer's Certificate of Insurance - FP-5140E at [http://www.dfo-mpo.gc.ca/forms-formulaires/FP\\_5140\\_E.pdf](http://www.dfo-mpo.gc.ca/forms-formulaires/FP_5140_E.pdf)

1.8. Plans and Specifications

- We, having informed ourselves fully of the conditions relating to the work to be performed, having full knowledge of site conditions and having carefully examined the plans and specifications and all the terms and covenants of the Tender Documents, including any amendments (IT BEING UNDERSTOOD AND AGREED THAT FAILURE TO HAVE DONE SO WILL NOT RELIEVE US OF OUR OBLIGATION TO ENTER INTO A CONTRACT AND CARRY OUT THE WORK FOR THE CONSIDERATION SET OUT HEREAFTER) do tender and offer to perform the said work in strict accordance with the said documents and such further details, plans and instructions as may be supplied from time to time and to furnish to Her Majesty the Queen in Right of Canada, all materials, plant, machinery, tools, labour and things necessary for the construction or carrying out and proper completion of the said work for the sums stated in the Combined Price Schedule of this tender form.
- We understand and agree that all applicable taxes, duties, permits and fees are our responsibility and are included in our Tendered Price. The exceptions to the foregoing are the Goods and Services Tax (GST) / the Harmonized Sales Tax (HST). GST / HST will be paid to the contractor by Fisheries and Oceans Canada in addition to any amounts due under the contract.
- We certify that Bid Security, if required, in one of the forms outlined in GI09 of the "DFO Instruction to Bidders - Construction", accompanies this Tender.
- It is understood and agreed that in the event of this Tender being accepted within 30 (thirty) calendar days of the date and time stated for closing of tenders and our failing or refusing to carry out the contract in accordance with the terms of our Tender, our bid security, if required by the tender, (i) If in the form of a certified cheque, bank draft, or bonds of, or bonds unconditionally guaranteed as to principal and interest by, the Government of Canada, or (ii) if in the form of a Bid Bond, shall be forfeited to Her Majesty the Queen in Right of Canada and the Bonding Company shall be liable in accordance with the terms of the Bond.

6. It is further understood and agreed that notwithstanding (i) the forfeiture of the certified cheque or bonds of (ii) the liability of the Bonding Company, Her Majesty shall be entitled to the payment of any additional amounts that may be required to meet the cost of all loss and damage suffered by Her Majesty by reason of our default in carrying out the contract.
7. We understand this project must be completed by February 28, 2020. If our Tender is accepted, we agree to start work immediately upon notification of contract award and once all required insurances, permits, Letter of Good Standing and Clearance from applicable provincial compensation authority, etc., are in place. We will attend start-up meeting and will work vigorously and continuously to complete the project within this prescribed time.
8. Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Her Majesty. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety.


Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges for future work may be suspended.

The form Contractor Performance Evaluation Report Form (FP 5135E) at [http://www.dfo-mpo.gc.ca/forms-formulaires/FP\\_5135\\_E.pdf](http://www.dfo-mpo.gc.ca/forms-formulaires/FP_5135_E.pdf) will be used to record the performance.

9. By signing below we certify that we are authorized to sign this tender on behalf of the Corporation, Partnership, Joint Venture or Sole Proprietorship and bind the company to it.
10. We certify that we are in possession of all the tender documents listed in this tender form.
11. Special tender form inserts/additional instructions (For DFO use only)

Please NOTE the following:

- 1) The minimum acceptable amount of Public Liability and Property Damage Insurance is \$2,000,000 per occurrence.
2. Bid Security is required for bids over \$100,000. Under these circumstances, the Bidder shall submit bid security with the tender in the form of a bid bond or a security deposit, with original signature(s) (Fax or photocopies are NOT acceptable) prior to the bid closing date of Wednesday, September 18, 2019 at 14:00 AT.
- 3) This tender is Lump Sum Price and Unit Pricing. Payment will be based upon the price set out in the COMBINED PRICE SCHEDULE, Section 13, page 4 of 4 "LUMP SUM AMOUNT (LSA)". PLEASE COMPLETE UNIT PRICING TABLE ATTACHED
- 4) DFO will accept questions from Bidders until Wednesday, September 11, 2019 at 2:00 pm Atlantic Time. They are to be sent directly and only to the Contracting Officer listed below.  
  
Kimberly Walker by email at [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)
- 5) Please note that this is a "NON-PUBLIC Bid Opening."

Project No.	F5211-190340
Project Location	Campbell River, BC
 Fisheries and Oceans Canada	Pêches et Océans Canada

**12. We certify that our tender is inclusive of all obligations as required by the preceding pages of this tender form, without change.**

Our Goods and Services Tax/Harmonized Sales Tax (GST/HST) Registration number is:

102655669 RT0001

Please indicate type of business and check one of the following :

Corporation ☒

Partnership ☐

Sole Proprietorship ☐

Joint Venture ☐

Craig Peddle

Tenderer Name (Print)

VP - Estimating & Construction Services

Title

JJM Construction Ltd.

Company Name

Tenderer Signature

September 18, 2019

Date

8218 River Way  
Address: Delta, BC V4G 1C4

Fax: 604-946-9327

Phone: 604-946-0978


Email:  @jjmconstruction.com

Duly Authorized Representative\*

\*As per Paragraph 10 of this Tender Form

IF APPLICABLE

CORPORATE SEAL

Project No.	F5211-190340
Project Location	Campbell River, BC
 Fisheries and Oceans Canada	Pêches et Océans Canada

13.

#### COMBINED PRICE SCHEDULE

- The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Her Majesty
- Her Majesty may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

Tenderer Name **JJM Construction Ltd.**

#### LUMP SUM

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

(a) Work Included in the Lump Sum Amount represents all work not included in the unit price table.

LUMP SUM AMOUNT (LSA) Excluding GST/HST	794,700
--	---------

Tenderer Name **JJM Construction Ltd.**

#### UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price item.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit (PU) (GST/HST extra)	Extended Amount (EQ x PU) (GST/HST extra)
		PLEASE COMPLETE UNIT PRICING TABLE ATTACHED				
TOTAL EXTENDED AMOUNT (TEA) Excluding GST/HST						

#### TOTAL BID AMOUNT

TOTAL BID AMOUNT (LSA + TEA) Excluding GST/HST	794,700
---	---------



Campbell River  
Hard ground dredging and Sediment Remediation

UNIT PRICE TABLE  
Page 1 of 2

# 1 SCHEDULE OF QUANTITIES AND PRICES

ITEM NO.	DESCRIPTION OF WORK	UNITS	QTY	UNIT RATE	EXTENDED AMOUNT
<b>Section A</b>					
1	Mob/Demob Spud Barge, Excavator w/ Operator and Tug Boat	Lump Sum	1		
2	Mob/Demob Scow Barge	Lump Sum	1		
3	Mob/Demob Bridgeman Crew	Lump Sum	1		
4	Spud Barge Rental	Hourly	160		
5	Excavator w/ Operator Rental	Hourly	160		
6	Tug Boat Rental	Hourly	160		
7	Scow Barge Rental	Daily	20		
8	Bridgeman Crew w/ tools	Man Hour	160		
9	Site Supervisor	Man Hour	160		
10	Silt Curtain 6-week Rental	Lump Sum	1		
11	Onsite Standby Time	Hourly	16		
Total Section A Sum (excluding tax)					
<b>Section B - Optional Work</b>					
11	Optional: Transport of Dredged Material to Contractor proposed Treatment/Disposal Site	Each	2		
12	Optional: Offsite Disposal of Contaminated "Class B" Material	Tonne	2,000		
Total OPTIONAL Section B (excluding tax)					
Total Tender Sum (Section A + Section B) (excluding tax)					794,700.00



Pêches et Océans  
Canada

Fisheries and Oceans  
Canada

**\*\* Bidders must put a price for both Section A and Section B. Section A and B will be evaluated for bid award. Optional is for the OWNER (Government of Canada) to award the job inclusive or exclusive of that Section. If OWNER chose not to exercise Section B, dredged material will become the property of the OWNER.**





**WILSON M. BECK**  
INSURANCE GROUP

**JJM Construction Ltd.**  
**PAGE 1**

September 6, 2019

FISHERIES AND OCEANS CANADA



**Contractor -** JJM Construction Ltd.  
**Project -** Project No. F5211-190340  
Hard Ground Dredging and Sediment Remediation Campbell River, BC

Dear Sir or Madame:

As the insurance broker for JJM Construction Ltd., we are pleased to confirm that they have been a valued client of our firm since 1988, during which time they have conducted their operations in a most business-like and professional manner.

We believe our client is financially and technically qualified to complete projects in a timely and satisfactory manner

JJM Construction Ltd. currently has an insurance program in place that includes \$10,000,000.00 inclusive limits for General Liability; \$7,000,000.00 Automobile Liability (with the ability to increase the limit as required); \$10,000,000.00 Protection and Indemnity; \$5,000,000.00 Contractor's Pollution Legal Liability; Contractor's Equipment and the ability to purchase other job-specific insurance coverage as required.

If this project is awarded to our client, we would be pleased to provide the required insurance and add as Additional Insured(s) as required.

Should you require additional information on this firm, please do not hesitate to contact the writer.

Yours truly,

**WILSON M. BECK INSURANCE SERVICES INC.**



Taissa Gbundrova, CIP, CRM  
Senior Account Manager

/s/



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

## Bid Bond

Bond No.: [REDACTED] Amount: \$ --10%--

KNOW ALL PERSONS BY THESE PRESENTS, that [REDACTED]  
as Principal, hereinafter called the Principal, and [REDACTED]  
as Surety, hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and  
firmly bound unto Her Majesty the Queen in right of Canada as Oblige, hereinafter called the Crown, in  
the amount of --TEN PERCENT OF BIDDER'S TENDER-- dollars (\$--10%-- )  
lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the  
Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

SIGNED AND SEALED this 12th day of SEPTEMBER, 20 19.

WHEREAS, the Principal has submitted a written tender to the Crown, dated the 18th  
day of September, 20 19 for

F5211-190340 - Hard ground dredging and Sediment Remediation

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if:

- (a) the Principal, should his tender be accepted within the period specified by the Crown, or, if no period be specified, within sixty (60) days after closing date of the tender, does execute within a period specified by the Crown, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted, and does furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract price and satisfactory to the Crown, or other security acceptable to the Crown, or
- (b) the Principal does pay to the Crown the difference between the amount of the Principal's tender and the amount of the Contract entered into by the Crown for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,

then this obligation shall be void; otherwise it shall remain in full force and effect.

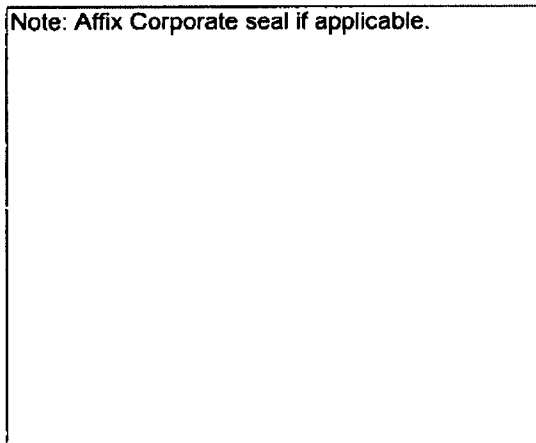
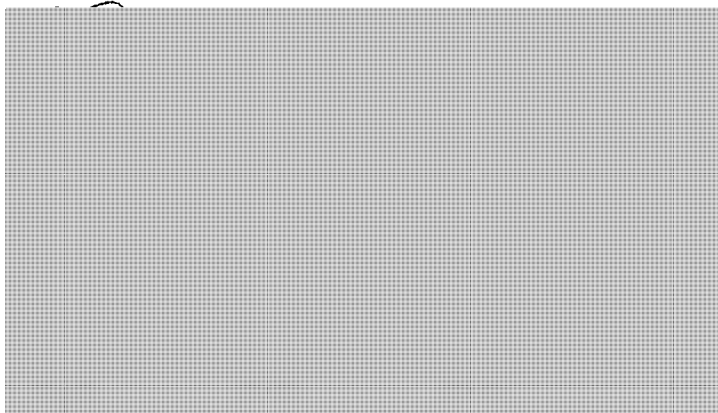
PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the Crown for an amount greater than the amount specified in this Bond.

PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this Bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Note: Affix Corporate seal if applicable.



Canada

FP-5132-E (2011-01)

**Page 41**

**is withheld pursuant to section  
est retenue en vertu de l'article**

**20(1)(c)**

**of the Access to Information Act  
de la Loi sur l'accès à l'information**

## CONSTRUCTION TENDER FORM

Closing Date/Time	Wednesday, September 18, 2019 @ 2:00 pm AT	Solicitation No.	F5211-190340
Closing Location	Attention: Kimberly Walker, Senior Contracting Officer Fisheries and Oceans Canada 301 Bishop Drive, Fredericton, NB, E3C 2M6		
Fax No.	506-452-3676 email is preferred : DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Project Title	Hard ground dredging and Sediment Remediation		
Project Location	Campbell River, BC		

### 1. TENDER DOCUMENTS

- 1.1. Construction Tender Form - FP-5155E
  - 1.2. DFO Instructions to Bidders - Construction at <http://www.dfo-mpo.gc.ca/contract-contrat/instructions-instructions-eng.htm>
  - 1.3. DFO General Conditions - Construction at <http://www.dfo-mpo.gc.ca/contract-contrat/general-generale-eng.htm>
  - 1.4. Labour Conditions at 1.1. [http://www.labour.gc.ca/eng/standards\\_equity/contracts/conditions/conditions.shtml](http://www.labour.gc.ca/eng/standards_equity/contracts/conditions/conditions.shtml)
  - 1.5. Schedules of Wages Rates for Federal Construction Contracts.  
The appropriate Schedule of Wage rates for the contract are the ones for the location where the work will be performed. Please refer to: [http://www.labour.gc.ca/eng/standards\\_equity/contracts/schedules/index.shtml](http://www.labour.gc.ca/eng/standards_equity/contracts/schedules/index.shtml)
  - 1.6. Insurance Conditions at <http://www.dfo-mpo.gc.ca/contract-contrat/insurance-assurances-eng.htm>
  - 1.7. Insurer's Certificate of Insurance - FP-5140E at [http://www.dfo-mpo.gc.ca/forms-formulaires/FP\\_5140\\_E.pdf](http://www.dfo-mpo.gc.ca/forms-formulaires/FP_5140_E.pdf)
  - 1.8. Plans and Specifications
2. We, having informed ourselves fully of the conditions relating to the work to be performed, having full knowledge of site conditions and having carefully examined the plans and specifications and all the terms and covenants of the Tender Documents, including any amendments (IT BEING UNDERSTOOD AND AGREED THAT FAILURE TO HAVE DONE SO WILL NOT RELIEVE US OF OUR OBLIGATION TO ENTER INTO A CONTRACT AND CARRY OUT THE WORK FOR THE CONSIDERATION SET OUT HEREAFTER) do tender and offer to perform the said work in strict accordance with the said documents and such further details, plans and instructions as may be supplied from time to time and to furnish to Her Majesty the Queen in Right of Canada, all materials, plant, machinery, tools, labour and things necessary for the construction or carrying out and proper completion of the said work for the sums stated in the Combined Price Schedule of this tender form.
  3. We understand and agree that all applicable taxes, duties, permits and fees are our responsibility and are included in our Tendered Price. The exceptions to the foregoing are the Goods and Services Tax (GST) / the Harmonized Sales Tax (HST). GST / HST will be paid to the contractor by Fisheries and Oceans Canada in addition to any amounts due under the contract.
  4. We certify that Bid Security, if required, in one of the forms outlined in GI09 of the "DFO Instruction to Bidders - Construction", accompanies this Tender.
  5. It is understood and agreed that in the event of this Tender being accepted within 30 (thirty) calendar days of the date and time stated for closing of tenders and our failing or refusing to carry out the contract in accordance with the terms of our Tender, our bid security, if required by the tender, (i) if in the form of a certified cheque, bank draft, or bonds of, or bonds unconditionally guaranteed as to principal and interest by, the Government of Canada, or (ii) if in the form of a Bid Bond, shall be forfeited to Her Majesty the Queen in Right of Canada and the Bonding Company shall be liable in accordance with the terms of the Bond.


6. It is further understood and agreed that notwithstanding (i) the forfeiture of the certified cheque or bonds of (ii) the liability of the Bonding Company, Her Majesty shall be entitled to the payment of any additional amounts that may be required to meet the cost of all loss and damage suffered by Her Majesty by reason of our default in carrying out the contract.
  7. We understand this project must be completed by February 28, 2020. If our Tender is accepted, we agree to start work immediately upon notification of contract award and once all required insurances, permits, Letter of Good Standing and Clearance from applicable provincial compensation authority, etc., are in place. We will attend start-up meeting and will work vigorously and continuously to complete the project within this prescribed time.
  8. Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Her Majesty. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety.
- Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges for future work may be suspended.
- The form Contractor Performance Evaluation Report Form (FP 5135E) at [http://www.dfo-mpo.gc.ca/forms-formulaires/FP\\_5135\\_E.pdf](http://www.dfo-mpo.gc.ca/forms-formulaires/FP_5135_E.pdf) will be used to record the performance.
9. By signing below we certify that we are authorized to sign this tender on behalf of the Corporation, Partnership, Joint Venture or Sole Proprietorship and bind the company to it.
  10. We certify that we are in possession of all the tender documents listed in this tender form.
  11. Special tender form inserts/additional instructions (For DFO use only)

Please NOTE the following:


- 1) The minimum acceptable amount of Public Liability and Property Damage Insurance is \$2,000,000 per occurrence.
2. Bid Security is required for bids over \$100,000. Under these circumstances, the Bidder shall submit bid security with the tender in the form of a bid bond or a security deposit, with original signature(s) (Fax or photocopies are NOT acceptable) prior to the bid closing date of Wednesday, September 18, 2019 at 14:00 AT.
- 3) This tender is Lump Sum Price and Unit Pricing. Payment will be based upon the price set out in the COMBINED PRICE SCHEDULE, Section 13, page 4 of 4 "LUMP SUM AMOUNT (LSA)". PLEASE COMPLETE UNIT PRICING TABLE ATTACHED
- 4) DFO will accept questions from Bidders until Wednesday, September 11, 2019 at 2:00 pm Atlantic Time. They are to be sent directly and only to the Contracting Officer listed below.

Kimberly Walker by email at [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

- 5) Please note that this is a "NON-PUBLIC Bid Opening."

Project No.	F5211-190340
Project Location	Campbell River, BC
 Fisheries and Oceans Canada	Pêches et Océans Canada

12. We certify that our tender is inclusive of all obligations as required by the preceding pages of this tender form, without change.

Our Goods and Services Tax/Harmonized Sales Tax (GST/HST) Registration number is: 

Please indicate type of business and check one of the following :

Corporation ☒

Partnership ☐

Sole Proprietorship ☐

Joint Venture ☐




IF APPLICABLE



CORPORATE





Project No.	F5211-190340
Project Location	Campbell River, BC
 Fisheries and Oceans Canada	Pêches et Océans Canada

13.

**COMBINED PRICE SCHEDULE**

- The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Her Majesty
- Her Majesty may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

Tenderer Name

**LUMP SUM****The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.****(a) Work included in the Lump Sum Amount represents all work not included in the unit price table.**

LUMP SUM AMOUNT (LSA)  
Excluding GST/HST

**\$0.00**Tenderer Name **SANEXEN ENVIRONMENTAL SERVICES INC.****UNIT PRICE TABLE****The Unit Price Table designates Work to which a Unit Price Arrangement applies.**

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price item.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit (PU) (GST/HST extra)	Extended Amount (EQ x PU) (GST/HST extra)
		PLEASE COMPLETE UNIT PRICING TABLE ATTACHED				
TOTAL EXTENDED AMOUNT (TEA) Excluding GST/HST						

**TOTAL BID AMOUNT**

TOTAL BID AMOUNT (LSA + TEA)  
Excluding GST/HST

**1 SCHEDULE OF QUANTITIES AND PRICES**

ITEM NO.	DESCRIPTION OF WORK	UNITS	QTY	UNIT RATE	EXTENDED AMOUNT
<b>Section A</b>					
1	Mob/Demob Spud Barge, Excavator w/ Operator and Tug Boat	Lump Sum	1		
2	Mob/Demob Scow Barge	Lump Sum	1		
3	Mob/Demob Bridgeman Crew	Lump Sum	1		
4	Spud Barge Rental	Hourly	160		
5	Excavator w/ Operator Rental	Hourly	160		
6	Tug Boat Rental	Hourly	160		
7	Scow Barge Rental	Daily	20		
8	Bridgeman Crew w/ tools	Man Hour	160		
9	Site Supervisor	Man Hour	160		
10	Silt Curtain 6-week Rental	Lump Sum	1		
11	Onsite Standby Time	Hourly	16		
Total Section A Sum (excluding tax)					
<b>Section B - Optional Work</b>					
11	Optional: Transport of Dredged Material to Contractor proposed Treatment/Disposal Site	Each	2		
12	Optional: Offsite Disposal of Contaminated "Class B" Material	Tonne	2,000		
Total OPTIONAL Section B (excluding tax)					
Total Tender Sum (Section A + Section B) (excluding tax)					

Pêches et Océans  
CanadaFisheries and Oceans  
Canada

**\*\* Bidders must put a price for both Section A and Section B. Section A and B will be evaluated for bid award. Optional is for the OWNER (Government of Canada) to award the job inclusive or exclusive of that Section. If OWNER chose not to exercise Section B, dredged material will become the property of the OWNER.**





Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

## Bid Bond

Bond No.: [REDACTED]

Amount: \$ --10%--

KNOW ALL PERSONS BY THESE PRESENTS, that [REDACTED]

as Principal, hereinafter called the Principal, and [REDACTED]

as Surety, hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in right of Canada as Oblige, hereinafter called the Crown, in the amount of --TEN PERCENT OF BIDDER'S TENDER-- dollars (\$--10%-- )

lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this 12th day of SEPTEMBER, 20 19

WHEREAS, the Principal has submitted a written tender to the Crown, dated the 18th day of September, 20 19 for

F5211-190340 - Hard ground dredging and Sediment Remediation

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if:

- (a) the Principal, should his tender be accepted within the period specified by the Crown, or, if no period be specified, within sixty (60) days after closing date of the tender, does execute within a period specified by the Crown, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted, and does furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract price and satisfactory to the Crown, or other security acceptable to the Crown, or
- (b) the Principal does pay to the Crown the difference between the amount of the Principal's tender and the amount of the Contract entered into by the Crown for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,

then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the Crown for an amount greater than the amount specified in this Bond.

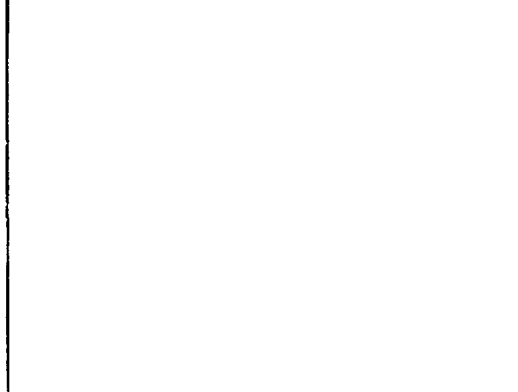
PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this Bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:



Note: Affix Corporate seal if applicable.



Canada

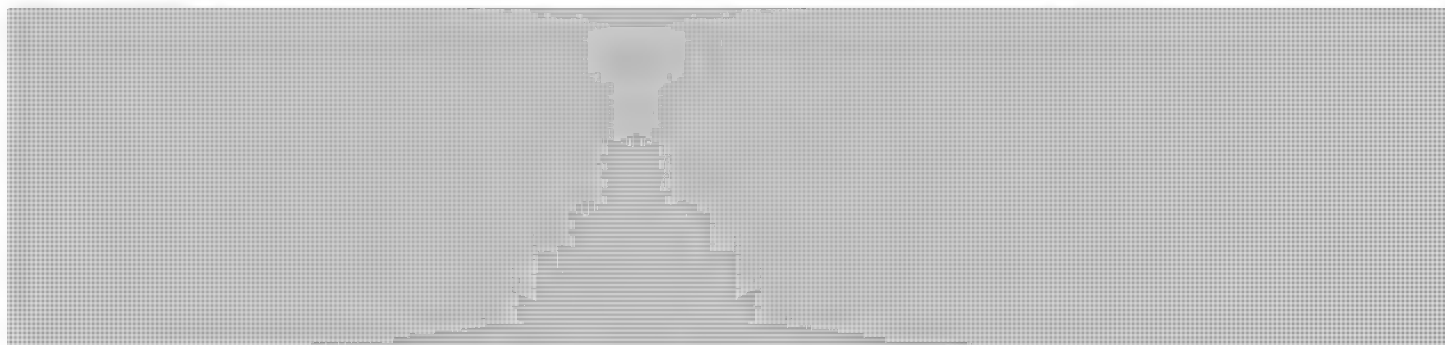
FP-5132-E (2011-01)

**Page 49**

**is withheld pursuant to section  
est retenue en vertu de l'article**

**20(1)(c)**

**of the Access to Information Act  
de la Loi sur l'accès à l'information**





## Bid Bond

Bond Number

KNOW ALL MEN BY THESE PRESENTS, that [REDACTED] as Principal,  
hereinafter called the Principal, and [REDACTED] as Surety, hereinafter  
called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen  
in right of Canada as Obligor, hereinafter called the Crown, in the amount of;

10% of total Bid amount to a maximum of \$ 2,000,000

lawful money of Canada, for the payment of which sum, well and truly to be made,

the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

SIGNED AND SEALED this 5 day of September, 2019.

WHEREAS, the Principal has submitted a written tender to the Crown,

dated the 18 day of September, 2019, for

Solicitation Number: F5211-190340 - Hard ground dredging and Sediment Remediation - Campbell River, BC

(Insert description and work location)

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if:

- (a) the Principal, should his tender be accepted within the period be specified by the Crown, or, if no period be specified, within sixty (60) days after closing date of the tender, does execute within a period specified by the Crown, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted, and does furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract price and satisfactory to the Crown, or other security acceptable to the Crown, or
- (b) the Principal does pay to the Crown the difference between the amount of the Principal's tender and the amount of the Contract entered into by the Crown for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,

then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the Crown for an amount greater than the amount specified in the bond.

PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:



Note: Affix Corporate seal if applicable.



## CONSTRUCTION TENDER FORM

Closing Date/Time	Wednesday, September 18, 2019 @ 2:00 pm AT	Solicitation No.	F5211-190340
Closing Location	Attention: Kimberly Walker, Senior Contracting Officer Fisheries and Oceans Canada 301 Bishop Drive, Fredericton, NB, E3C 2M6		
Fax No.	506-452-3676 email is preferred : DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Project Title	Hard ground dredging and Sediment Remediation		
Project Location	Campbell River, BC		

### 1. TENDER DOCUMENTS

1.1. Construction Tender Form - FP-5155E

1.2. DFO Instructions to Bidders - Construction at <http://www.dfo-mpo.gc.ca/contract-contrat/instructions-instructions-eng.htm>

1.3. DFO General Conditions - Construction at <http://www.dfo-mpo.gc.ca/contract-contrat/general-generale-eng.htm>

1.4. Labour Conditions at 1.1. [http://www.labour.gc.ca/eng/standards\\_equity/contracts/conditions/conditions.shtml](http://www.labour.gc.ca/eng/standards_equity/contracts/conditions/conditions.shtml)

1.5. Schedules of Wages Rates for Federal Construction Contracts.

The appropriate Schedule of Wage rates for the contract are the ones for the location where the work will be performed. Please refer to: [http://www.labour.gc.ca/eng/standards\\_equity/contracts/schedules/index.shtml](http://www.labour.gc.ca/eng/standards_equity/contracts/schedules/index.shtml)

1.6. Insurance Conditions at <http://www.dfo-mpo.gc.ca/contract-contrat/insurance-assurances-eng.htm>

1.7. Insurer's Certificate of Insurance - FP-5140E at [http://www.dfo-mpo.gc.ca/forms-formulaires/FP\\_5140\\_E.pdf](http://www.dfo-mpo.gc.ca/forms-formulaires/FP_5140_E.pdf)

1.8. Plans and Specifications

2. We, having informed ourselves fully of the conditions relating to the work to be performed, having full knowledge of site conditions and having carefully examined the plans and specifications and all the terms and covenants of the Tender Documents, including any amendments (IT BEING UNDERSTOOD AND AGREED THAT FAILURE TO HAVE DONE SO WILL NOT RELIEVE US OF OUR OBLIGATION TO ENTER INTO A CONTRACT AND CARRY OUT THE WORK FOR THE CONSIDERATION SET OUT HEREAFTER) do tender and offer to perform the said work in strict accordance with the said documents and such further details, plans and instructions as may be supplied from time to time and to furnish to Her Majesty the Queen in Right of Canada, all materials, plant, machinery, tools, labour and things necessary for the construction or carrying out and proper completion of the said work for the sums stated in the Combined Price Schedule of this tender form.
3. We understand and agree that all applicable taxes, duties, permits and fees are our responsibility and are included in our Tendered Price. The exceptions to the foregoing are the Goods and Services Tax (GST) / the Harmonized Sales Tax (HST). GST / HST will be paid to the contractor by Fisheries and Oceans Canada in addition to any amounts due under the contract.
4. We certify that Bid Security, if required, in one of the forms outlined in GI09 of the "DFO Instruction to Bidders - Construction", accompanies this Tender.
5. It is understood and agreed that in the event of this Tender being accepted within 30 (thirty) calendar days of the date and time stated for closing of tenders and our failing or refusing to carry out the contract in accordance with the terms of our Tender, our bid security, if required by the tender, (i) if in the form of a certified cheque, bank draft, or bonds of, or bonds unconditionally guaranteed as to principal and interest by, the Government of Canada, or (ii) if in the form of a Bid Bond, shall be forfeited to Her Majesty the Queen in Right of Canada and the Bonding Company shall be liable in accordance with the terms of the Bond.



6. It is further understood and agreed that notwithstanding (i) the forfeiture of the certified cheque or bonds of (ii) the liability of the Bonding Company, Her Majesty shall be entitled to the payment of any additional amounts that may be required to meet the cost of all loss and damage suffered by Her Majesty by reason of our default in carrying out the contract.
7. We understand this project must be completed by February 28, 2020. If our Tender is accepted, we agree to start work immediately upon notification of contract award and once all required insurances, permits, Letter of Good Standing and Clearance from applicable provincial compensation authority, etc., are in place. We will attend start-up meeting and will work vigorously and continuously to complete the project within this prescribed time.
8. Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Her Majesty. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety.

Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges for future work may be suspended.

The form Contractor Performance Evaluation Report Form (FP 5135E) at [http://www.dfo-mpo.gc.ca/forms-formulaires/FP\\_5135\\_E.pdf](http://www.dfo-mpo.gc.ca/forms-formulaires/FP_5135_E.pdf) will be used to record the performance.

9. By signing below we certify that we are authorized to sign this tender on behalf of the Corporation, Partnership, Joint Venture or Sole Proprietorship and bind the company to it.
10. We certify that we are in possession of all the tender documents listed in this tender form.
11. Special tender form inserts/additional instructions (For DFO use only)

Please NOTE the following:

- 1) The minimum acceptable amount of Public Liability and Property Damage Insurance is \$2,000,000 per occurrence.
2. Bid Security is required for bids over \$100,000. Under these circumstances, the Bidder shall submit bid security with the tender in the form of a bid bond or a security deposit, with original signature(s) (Fax or photocopies are NOT acceptable) prior to the bid closing date of Wednesday, September 18, 2019 at 14:00 AT.
- 3) This tender is Lump Sum Price and Unit Pricing. Payment will be based upon the price set out in the COMBINED PRICE SCHEDULE, Section 13, page 4 of 4 "LUMP SUM AMOUNT (LSA)". PLEASE COMPLETE UNIT PRICING TABLE ATTACHED
- 4) DFO will accept questions from Bidders until Wednesday, September 11, 2019 at 2:00 pm Atlantic Time. They are to be sent directly and only to the Contracting Officer listed below.

Kimberly Walker by email at [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

- 5) Please note that this is a "NON-PUBLIC Bid Opening."

Project No.	F5211-190340
Project Location	Campbell River, BC



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

**12. We certify that our tender is inclusive of all obligations as required by the preceding pages of this tender form, without change.**

Our Goods and Services Tax/Harmonized Sales Tax (GST/HST) Registration number is:



Please indicate type of business and check one of the following :

Corporation ☒

Partnership ☐


Sole Proprietorship ☐

Joint Venture ☐

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IF APPLICABLE


s.20(1)(c)

Project No.	F5211-190340
Project Location	Campbell River, BC
 Fisheries and Oceans Canada	Pêches et Océans Canada

13. COMBINED PRICE SCHEDULE

- The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Her Majesty
- Her Majesty may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

Tenderer Name

**LUMP SUM**

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

(a) Work included in the Lump Sum Amount represents all work not included in the unit price table.

LUMP SUM AMOUNT (LSA) Excluding GST/HST	
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Tenderer Name

**UNIT PRICE TABLE**

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.  
 (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price item.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit (PU) (GST/HST extra)	Extended Amount (EQ x PU) (GST/HST extra)
		PLEASE COMPLETE UNIT PRICING TABLE ATTACHED				
TOTAL EXTENDED AMOUNT (TEA) Excluding GST/HST						

TOTAL BID AMOUNT

TOTAL BID AMOUNT (LSA + TEA) Excluding GST/HST	
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Campbell River  
Hard ground dredging and Sediment Remediation**UNIT PRICE TABLE**  
Page 1 of 2**1 SCHEDULE OF QUANTITIES AND PRICES**

ITEM NO.	DESCRIPTION OF WORK	UNITS	QTY	UNIT RATE	EXTENDED AMOUNT
<b>Section A</b>					
1	Mob/Demob Spud Barge, Excavator w/ Operator and Tug Boat	Lump Sum	1		
2	Mob/Demob Scow Barge	Lump Sum	1		
3	Mob/Demob Bridgeman Crew	Lump Sum	1		
4	Spud Barge Rental	Hourly	160		
5	Excavator w/ Operator Rental	Hourly	160		
6	Tug Boat Rental	Hourly	160		
7	Scow Barge Rental	Daily	20		
8	Bridgeman Crew w/ tools	Man Hour	160		
9	Site Supervisor	Man Hour	160		
10	Silt Curtain 6-week Rental	Lump Sum	1		
11	Onsite Standby Time	Hourly	16		
Total Section A Sum (excluding tax)					
<b>Section B - Optional Work</b>					
11	Optional: Transport of Dredged Material to Contractor proposed Treatment/Disposal Site	Each	2		
12	Optional: Offsite Disposal of Contaminated "Class B" Material	Tonne	2,000		
Total OPTIONAL Section B (excluding tax)					
Total Tender Sum (Section A + Section B) (excluding tax)					

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Campbell River  
Hard ground dredging and Sediment Remediation

**UNIT PRICE TABLE**  
**Page 2 of 2**

**\*\* Bidders must put a price for both Section A and Section B. Section A and B will be evaluated for bid award. Optional is for the OWNER (Government of Canada) to award the job inclusive or exclusive of that Section. If OWNER chose not to exercise Section B, dredged material will become the property of the OWNER.**



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Fisheries and Oceans  
Canada

**Page 58**

**is withheld pursuant to section  
est retenue en vertu de l'article**

**20(1)(c)**

**of the Access to Information Act  
de la Loi sur l'accès à l'information**